

# CHINA

THE CHINA MAIL.

Established February, 1845.  
With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXIII. No. 4456. 二十一年十月十日

HONGKONG, THURSDAY, OCTOBER 11, 1877.

# MAIL.

Price, \$24 per annum.

AGENTS FOR THE CHINA MAIL.

## Intimations.

G. FALCONER & Co., WATCH AND CHRONOMETER MANUFACTURERS.

AND JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS AND BOOKS.

46, Queen's Road Central, Hongkong, August 20, 1877.

## NOTICE.

A. MILLAR & Co., PLUMBERS AND GAS FITTERS, Queen's Road East, HONGKONG.

September 15, 1877.

IN THE GOODS OF JAMES SMITH FERRIES, Decoued.

NOTICE is hereby given that all, Editors and other Persons, having any CLAIMS or DEMANDS upon or against the Estate of JAMES SMITH FERRIES, late Master of the S. S. "ZEALANDIA" who died at Sea on Board the said Vessel, on the 8th day of February, 1877, and whose Will was duly proved, and Letters of Administration, with the Will annexed, of whose personal Estate were duly granted to JOHN FAIRBAIRN, of No. 27 Queen's Road, in the Colony of Hongkong, by the Supreme Court of Hongkong, in its Probate Jurisdiction, on the 22nd day of September, 1877, are hereby required to send in writing the particulars of their Claims or Demands to the said JOHN FAIRBAIRN at his address aforesaid, or to the undersigned WILLIAM HENRY BEEKEON, the Solicitor of the said JOHN FAIRBAIRN, at the Office of the said WILLIAM HENRY BEEKEON, 29 Queen's Road, Hongkong, on or before the 15th day of January, 1878. And notice is hereby given that at the expiration of the last-mentioned day, the said JOHN FAIRBAIRN will proceed to distribute the Assets of the said JAMES SMITH FERRIES amongst the parties entitled thereto, having regard to the Claims of which the said JOHN FAIRBAIRN has then had notice; and that the said JOHN FAIRBAIRN will not be liable for the Assets or any part thereof so distributed, to any person of whose Claim the said JOHN FAIRBAIRN has not had notice at the time of the distribution.

Dated this 3rd day of October, 1877.  
W. H. BEERETON,  
Solicitor for the said JOHN FAIRBAIRN.

## Intimations.

CONDENSED EGGS.

THIS NEW ARTICLE, recently placed upon the Market, consists simply of fresh-laid HENS' EGGS, from which most of the water has been evaporated, and being hermetically sealed, remains perfectly sound.

The EGGS thus condensed are obtained in the Empire of China, and canned in the immediate vicinity in which they are produced, thereby avoiding the deterioration to which EGGS are subjected when transported in the shell. So that, in point of fact, the CONDENSED EGGS preserved under the patent of A. R. DAVIS, furnish to the consumer, EGGS possessing more perfectly the properties of fresh-laid EGGS than those ordinarily supplied to any city.

The CONDENSED EGGS will beat up into light froth as readily as EGGS taken immediately from the shell, and are equally valuable in making Cakes, Custards, Omelets, Puddings, Egg-Nog, &c., &c.

ECONOMY. For Hotels, and Restaurants, or for Families, or Vessels at sea, this Article is invaluable, as there is no loss from breakage or decay, and a tin will keep for any length of time after opening, being sealed only for transportation.

One Table-spoonful is equal to one Egg, and equal amount of water (warm in preferable); dissolve it well; then use same as any Egg.

LAMMERT, ATKINSON & Co., Agents for Hongkong.

MUSTARD & Co., General Agents of Shanghai.

COSMOPOLITAN DOCKS.

THE Undersigned, until further notice, offer to REMETAL VESSELS, Furnishing all Material and Labor, except METAL and NAILS, for TWENTY-FIVE Charts per Sheet.

IRON STEAMERS and SAILING VESSELS, requiring Three Coats Paint or Tallow, Thirty Cents per Ton Register.

W. B. SPRATT & Co., Proprietors, Hongkong, October 10, 1877.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONDS FOR THE YEAR 1876.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions for the year ending 31st December last, in order that the proportion of the Net Profits to be reserved for Contributors may be arranged. Returns not rendered prior to the 31st October next, will be adjusted by the Company, and no claims or alterations will be subsequently admitted.

JAS. B. COUGHTRIE, Secretary, Hongkong, August 1, 1877.

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONDS FOR THE YEAR 1876.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions for the year ending 31st December last, in order that the distribution of Twenty per cent (20%) of the Net Profits reserved for Contributors may be arranged. Returns not rendered prior to the 31st October next, will be adjusted by the Company, and no claims or alterations will be subsequently admitted.

JARDINE, MATHESON & Co., General Managers, Hongkong, August 1, 1877.

DEVOE'S BRILLIANT OIL. RELIABLE, ECONOMICAL, SAFE!

DESIRING to benefit by the world-wide reputation of our OIL, certain parties have attempted to imitate our packages. Suits at law have been instituted against the MAKERS and PURCRAESERS of these imitations. Buyers should be careful to see that the words "DEVOE'S BRILLIANT" are stencilled on the cases, and the words "DEVOE MFG CO. PATENTS" are stamped on the top of the can.

PRICES OF ADMISSION: Front Seats, \$1; Second Seats, 50 Cents; Third Seats, 25 Cents. Children under 12 years of age, half-price to first and second seats only.

Tickets can be obtained at Hongkong Hotel, Office of Mess Sergeant 28th Regt., Sergeant-Major, R.A., and 28th Regiment, from all Pay Sergeants, and at the Door on the night of Performance.

Doors Open at 8.30 p.m., to Commence at 9 p.m.

By kind permission of Lieut.-Col. C. A. S. Dickens, and Officers the Band of the Regiment will attend.

COD SAVE THE QUEEN, Hongkong, October 11, 1877.

DEVOE MANUFACTURING CO., 80 Beaver and 127 Pearl Streets,

NEW YORK, U.S.A.

## For Sale.

LAMMERT, ATKINSON & Co., HAVE FOR SALE.

STEAMERS

"YORKSHIRE," "MARQUIS OF ANGLETON,"

to "CITY OF TOKIO," &c., &c.

See also "CITY OF LIVERPOOL," &c.

## NOTICES TO CONSIGNEES.

FROM CALCUTTA, PENANG AND SINGAPORE.

THE S. S. *Argyll* having arrived from the above Ports, Consignees of Cargo are hereby requested to send their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge will be at once landed and stored at Consignees' risk and expense.

JARDINE, MATHESON &amp; CO.

Hongkong, October 6, 1877. oc18

FROM CALCUTTA, PENANG AND SINGAPORE.

THE British S. S. *Japan*, Captain H. R. SMITH, having arrived from the above Ports, Consignees are hereby informed that the General Cargo will be landed by, and into the Godown of the Undersigned at Wanchai, whence delivery can be obtained on and after the 9th instant.

Goods remaining in store after the 15th instant will be subject to rent.

Consignees of Opium are requested to take delivery from the Boats alongside the Ice House Street Wharf, otherwise the Drug will be stored by the Undersigned at Consignees' risk, unprotected by Fire Insurance.

Bills of Lading will be countersigned by DAVID SASOON, SONS & CO., Agents.

Hongkong, October 6, 1877. oc18

COMPAGNIE DES MESSAGERIES MARITIMES.

## NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo are requested to send in their Bills of Lading to the Undersigned for countersignature, and take immediate delivery. This Cargo has been landed and stored at their risk and expense.

No Fire Insurance has been effected.

H. DU POUHEY,

Agent.

Ex Yangtze, 18th September, 1877.

S. P. 148 bags Stone, from Madras.

Ex Atw, 30th September, 1877.

W. W. (in heart) No. 21/40, 20 cases Mer'sc.

MF &amp; Co. (India-mond) No. 1/10 10 "

R.H.H. .... 1 "

F.B.C. (India-mond) .... 1 "

Total, 32 Packages.

Hongkong, October 5, 1877.

## INTIMATIONS.

## DENTAL NOTICE.

DR. STOUT has RETURNED, and will be ready to receive Patients on MONDAY, the 24th instant, until further notice, at his Rooms, Ground Floor, HOTEL DE L'UNIVERSITY, hours, 8-12 Noon and 2 to 4 p.m.

Hongkong, September 22, 1877.

## DENTAL NOTICE.

DR. ROGERS begs to inform his Patrons and the Public that he intends to visit AMOY and FOOCHOW in September and October, leaving HONG-KONG about the 15th of September.

Hongkong, August 6, 1877.

## NOT RESPONSIBLE FOR DEBTS.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debt contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:

ABERLADY, British barque, Capt. Nicoll.

—Jardine, Matheson &amp; Co.

CRESTERON, American ship, Captain W. Lull.

WOODVILLE, British barque, Captain Nielsen.

—Wm. Pustau &amp; Co.

ATLINGTON, British barque, Captain G. Cunningham.

—Wieler &amp; Co.

CORINNE, British barque, Capt. Robertson.

—Wieler &amp; Co.

CILVERUM, British ship, Captain E. Shrewsbury.

—Wieler &amp; Co.

MELVILLE, German barque, Captain Th. Pfleider.

—Molchers &amp; Co.

CAIRNTOWER, British steamer, Capt. J. H. von Bogen—Chinese.

LUCAS, British barque, Captain Crowley.

—Adamson, Bell &amp; Co.

PARUVIAN, British ship, Captain Berry.

—Moyer &amp; Co.

DALE, British steamer, Captain James Thompson.

—Yuen Fat Hong.

Volume Sixth of the

## "CHINA REVIEW."

## NO. I.—VOL. VI.

—OF THE

## GO CHINA REVIEW.

## CONTAINING—

Chinese Studies and Official Interpretation in the Colony of Hongkong.

Constitutional Law of the Chinese Empire.

The Tang Hoo Oh, A Modern Chinese Novel.

A Chinese Primer.

The Law of Inheritance.

Short Notices of New Books and Literary Intelligence.

Notes and Queries—

Chinese Marriage.

Studies in Words.

The Educational Curriculum of the Chinese.

Restoration of the Old Sounds of the Chinese Language.

Notes on Chinese Grammars.

Russian Sinologist.

Assyrian and China.

The Word "Swallow."

Corrigenda—Chinese Studies and Official Interpretation in the Colony of Hongkong.

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Other Mail Office,

Hongkong, September 1, 1877.

## NOTICES OF FIRMS.

## NOTICE.

THE Interest and Responsibility of Mr. F. RAPP in our Firm CEASED from This Day.

F. BLACKHEAD & CO.  
Hongkong, October 1, 1877.

## NOTICE.

M. R. CHARLES DAVID BOTTOMLEY was admitted a PARTNER in our Firm on the 1st July, 1877.

DOUGLAS LAPRAIK & CO.  
Hongkong, September 22, 1877.

## NOTICE.

FROM This Date Mr. EDWARD SHEPPARD and Mr. M. W. GRICE, are authorized to Sign the name of our Firm per Procurator at Foochow, and Mr. F. F. EWELL at Amoy.

RUSSELL & CO.  
China, June 1, 1877.

del

To-day's Advertisements.

FOR SWATOW, AMOY &amp; FOOCHOW.

The Steamship  
"YESSO,"  
Capt. S. Astrow, will be despatched for the above Ports on TUESDAY, the 16th Inst., at Daylight.

For Freight or Passage, apply to  
DOUGLAS LAPRAIK & CO.  
Hongkong, October 11, 1877.

oc16

HONGKONG RACES, 1878.

THE HONGKONG DERBY.—Sweepstakes of \$20 each, half forfeit if declared on or before the day of closing Entries, with \$100 added for 1st Pony, and \$50 for 2nd. For all China Ponies bond fide Griffins at date of Entry (1st February, 1878). First Pony, 70 per cent.; Second, 20 per cent.; Third, 10 per cent. Weight 16st 7 lbs. One-mile-and-a-half. (Nominations close on THURSDAY, the 27th December, 1877, addressed to the Clerk of the Course at the Club).

By Order,

DENIS CREAGH,  
Capt. 23rd Regt.,  
Clerk of the Course.

Hongkong, October 11, 1877.

oc26

NOTICE.

OFFICE OF THE YANG-TSZE INSURANCE ASSOCIATION.

SHANGHAI, 8th October, 1877.

IN PURSUANCE of a Resolution passed at the GENERAL MEETING of the ASSOCIATION held on the 5th July, 1877, a Return of Capital of ONE HUNDRED AND FIFTY TAELS per SHARE will be made at the Office of the Secretaries on the 16th instant, to Shareholders of record on the 10th instant.

Warrants will be delivered by the Undersigned to Shareholders, or their lawful Representatives on presentation of Share Certificates.

RUSSELL & CO.,  
Secretaries.

oc26

SHIPPING.

ARRIVALS.

Oct. 11, Housang, Chinese steamer, 795, Lamont, Shanghai Oct. 7, General—O. M. S. N. Co.

Oct. 11, Batavia, German barque, 368, C. Haerlop, Newchwang Sept. 28, Beans.

—SIEMSEN & CO.

Oct. 11, Constancia, Spanish brig, 234, Ricardo Gerster, Laguimanco Sept. 22, Timber.—ORDER.

DEPARTURES.

Oct. 11, Namco, for Coast Ports.

11, Peito, for Haiphong.

11, Kiao, for Europe, &c.

11, Housang, for Canton.

Cleared.

None.

Passengers.

Arrived.

Per Housang, from Shanghai, Messrs. D. F. Campbell and J. P. Harton, Capt. Osborn, and 60 Chinese.

Departed.

Per Kiao, from Shanghai: for Southampton, Mr. H. Cooper, Miss Cooper, Messrs. W. B. Carles, and D. Scott; for Calcutta, Mr. W. Leslie.

From Yokohama: for Southampton, Mrs. Rickerty and infant, and Mr. W. Tempest.

From Hongkong: for Southampton, Staff-Surg. Bradley, Lt. Fullerton, R.N., and Dr. Rankin, R.N.; for Bombay, Mrs. Sapoorjee, 3 children, and native servant, Messrs. A. Ibrahim and D. D. Ollis; for Venice, Mr. H. R. Smith; for Madras, Two Gun-lascars.

Per Namco, for Amoy, Sister Maria Stella.

Shipping Reports.

The Chinese steamer Housang reports:

Fresh monsoon to Lantau, thence light winds from westward, and fine throughout.

Passed N. S. Amak and Dukou on Oak-see, China and Noms of Breaker Point, all bound North.

At POST OFFICE NOTIFICATIONS.

MAILS will close:-

FOR AMOY and MANILA.

Per EMUAY, at 1:30 p.m., on Saturday, the 13th inst.

FOR SINGAPORE.

Per J.A.V., at 1:30 p.m., on Saturday, the 13th inst.

MAILS BY THE UNITED STATES PACKET.

The United States Mail Packet CITY OF PEKING will be despatched on WEDNESDAY, the 24th October, with

Mails for Japan, San Francisco, and the

United States, which will be closed as

follows, instead of as previously

notified:-

11 A.M. Registry of Letters ceases.

11:30 A.M. Post-Office closes.

11:30 A.M. Correspondence for Japan, the United States, or Union Countries only may be posted on board the

Packet with Late Fee of 12 cents extra postage until

11:30 p.m., when the Mail is finally closed.

Hongkong, October 8, 1877.

oc24

POST OFFICE NOTIFICATION.

MAILS will close:-

FOR SAIGON.—

Per BELLONA, at 6 p.m., on Saturday, the 13th inst.

FOR STRAITS SETTLEMENTS AND CALCUTTA.

Per ARGYLL and JAPAN, at 2:30 p.m., on Thursday, the 18th inst.

MAILS BY THE FRENCH PACKET.

The French Contract Packet YANGTSZE

will be despatched from Hongkong on THURSDAY, the 18th October, with Mails to and through the

United Kingdom, Europe, &c.

Marseilles; to Salzon, Singapore, Batavia, Galle, Pondicherry, Madras, Calcutta, Bombay, Aden, Suez, and Alexandria.

The following will be the hours of closing the Mails, &c.:-

Wednesday, 17th September.

5 p.m., Money Order Office closes. Post

Office closes except the NERVOUS Box, which remains open all night.

Thursday, 18th September.

7 A.M. Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence.

10 A.M. Registry of Letters ceases.

11 A.M. Post

time he would lodge it in the French Bank. The learned counsel observed that what they complained of was that Mr Coles did not consult Mr Brereton or Mr Bowden before he received back the money of the mortgage, and what was more, Mr Coles received interest only up to the 26th January last instead of 2nd February. The mortgage was at 14 per cent, interest, and the claim for damage was that this money had been lying idle for three months in the Bank without any interest whatever. The interest so received from this mortgage was employed to pay a debt which was owing by the plaintiff to another party at 7 per cent.

The learned counsel then detailed the particulars of demand on this item, being interest at 14 per cent, for six months, and at 7 per cent, for three months, during the time the money had been lying idle at the Bank. The learned counsel then urged that if it could be proved that Mr Bowden had been here, could have been compelled to receive back the mortgage-money of \$30,000, there would be no case for the plaintiff. He then proceeded to cite the case of *Brown v. Cole*, L. J. R. 14 Equity, page 167. This was a case in which a date of redemption was fixed, the mortgages could not be compelled to receive the amount of the mortgage.

He next quoted the case of *Hardy v. Tinger*, L. F. 34 Equity, page 18. The question raised there was the right of redemption of a mortgage. He submitted that Mr Coles in his notes referring to Mr Bowden for instructions, or consulting a solicitor, he was guilty of neglect of duty as the agent for the plaintiff. As to commission, an agent was not entitled to any where the transaction resulted in an actual loss to the principal through mismanagement of the agent. Mr Coles was not therefore, under any circumstances entitled to commission.

Mr Francis quoted the case of *Humm v. Holiday*, Carlton and Payne, p. 384. The ruling there was that in a transaction where there was no actual profit to the principal, the agent was not entitled to commission.

Mr Coles held a power of attorney, and so far as a third party was concerned, his acts were binding on his principal, so that what he did in the matter of Mrs Apak was binding on Mr Bowden so far as Mrs Apak was concerned. The agent was, however, responsible to his principal for any excess of authority.

The learned counsel had been looking into all the law books but could not find a case on all fours with this, except some bearing an analogy to this, such as agents by bankers. He thought Mr Coles had not exercised that prudence which he ought to have exercised as the plaintiff's agent and was consequently liable for any loss which he might have occasioned to the plaintiff, who claimed consequently \$220 for interest which had been actually lost to the plaintiff, and for the recovery of \$150, being commission charged by the defendant at 5 per cent, on the payment of the \$3,000, the amount of his remuneration as agent, being 5 per cent, on all incomes. Mr Francis then proceeded to call evidence.

Mr Handley gave there an outline of the defense. He said there were several points he would raise in this case, but the chief one was that the defendant denied most emphatically that he ever received proper instructions in regard to this mortgage from the plaintiff. When he was receiving the money he actually thought he was doing the plaintiff a act of benefit. His attention was never drawn to the nature of the second mortgage deed, so that he did not know that the mortgagor was precluded from paying back the money until February 1878. The deeds were received from the plaintiff in company with other documents, but the plaintiff never said a word to him about their nature. As to the commission, the defendant accepted the agency on the understanding that he would get 5 per cent, commission on all incomes.

Mr Frank Bowden was put into the box:—I am the owner of houses property in Hongkong, the houses known as Canton Bazaar, and property in Ladder Street. I left Hongkong on 15th May last year for England, and I appointed Mr Coles my agent during my absence. Mr Coles is a clerk at the Naval Hospital and is in charge of the accounts there. His remuneration was to be 5 per cent, less \$4 a month for a collector. The letter dated 10th February 1876 was sent by Mr Coles, who accepted therein the agency with remuneration at 5 per cent. At that time I had a mortgage with Mrs Apak for \$3,000. I gave a power of attorney to Mr Coles, dated the 11th May 1876. Mr Coles went away to Calcutta in February, but he returned a few days before I left. We were living together then, and I made the subsequent verbal arrangement of paying \$4 for a collector. I gave Mr Coles verbal instructions that there would be no bother with Mrs Apak's mortgage, as it would not be redeemable until two years after. On the 14th December I received a letter from the defendant, in which he stated Mrs Apak had proposed a waste of money to consult another solicitor, the expense of which might be objected to by the principal. Mr Handley finally contended that if the defendant had done wrong, it was only an error of judgment, and as he was acting in bona fide, he was not liable to action for damages. He contended that the plaintiff was clearly negligent of his own interest by reason of his not giving proper instructions to the defendant, so that whatever losses he might have unfortunately put to, they were occasioned clearly through his own fault.

Mr Coles was then examined. He stated that he was a Civil Service Clerk under the Admiralty. He first made the acquaintance of the plaintiff in 1875 and had lived together with him up to the beginning of the year. The plaintiff first spoke to him about the agency in February 1876. After that the defendant was absent to Calcutta till 12th May 1876, when the defendant gave him some papers, a power of attorney and a letter of instructions. He did not read the letter then, but all he remembered of the conversation which then took place was that the plaintiff wanted the defendant to become his agent. Defendant promised to do so. Nothing was said about any particular deed, and no deeds were read over to him. Prior to this, defendant had never seen a deed. Mr Bowden left on the 15th May 1876, and defendant acted for him for the time. In the early part of December 1876, Mrs Apak wrote to him to appoint him for her to inspect the deeds. He appointed the following day, and she came with a Portuguese who acted as interpreter for her. She then gave defendant notice that she would pay off the mortgage. On the following day, the defendant received a notice from Mr Sharp, requesting him to produce the deeds for his purpose. The defendant took them to him. On the 25th January 1877 Mr Sharp came to his house and paid \$220, for principal and interest on

of that mortgage expired on the 10th of last month, and I had to pay 10 per cent on that money.

Mr Handley said this would reduce the difference to 4 per cent, instead of 7 per cent., because the plaintiff had to pay now 10 per cent. on his mortgage.

Continued:—Ng Cheong, was formerly a comprador to Messrs Douglas, Lapraik & Co. I knew he had been pressing my agent for the repayment of this mortgage, but it was before it was due. On the 17th June last, I wrote to the defendant authorizing him to pay \$3,000 towards discharging my mortgage with Ng Cheong. I did this in order to save further losses. The further charge of the additional \$1,000 was written on the back of the first deed, so that any one reading the document would not notice it unless his attention was drawn to it. I drew up the deed of the further charge; I am not a solicitor, but Mrs Apak did not pay for the document. The first deed was translated to Mrs Apak by a poor-marked man, her nephew, who was managing her business.

The deed was here produced, and Mr Handley said the deed of the further charge only stipulated for payment on a certain day, but did not state that the money was not to be paid before that day.

Continued:—The further charge was interpreted to Mrs Apak; it was interpreted word for word by Mr Carvalho, a clerk in Mr Brereton's office. I do not speak Chinese, but I gave Mr Carvalho the deed and he appeared to be interpreting to her word for word. Mrs Apak knew what she was signing. The \$800 were paid to Mr Coles through Mr Sharp, and he signed the release.

Re-examined:—I arrived here on the 7th of last month. Mr Coles did not consult any solicitors until after he had received the money and signed the re-assignment. My own mortgage expired on the 7th September last, the three months' notice having expired on that day.

By the Court:—I am a solicitor's clerk by profession. I was formerly a clerk in Mr Brereton's office. I drew up the deed of the further charge; no one acted for Mrs Apak.

Mr Justice Snowden asked Mr Handley whether, after reading the terms of Mr Coles' letter, he could charge for the commission of 5 per cent.

Mr Handley said they were not fighting for the commission, which the defendant would be quite willing to give up. What he did not like was that he should be accused of carelessness and neglect, while damages were sought.

If his Lordship thought that the defendant was not entitled to the commission, he would not contest it.

His Lordship decided that the defendant could not charge the commission according to the terms of the letter. After further discussion, however, his Lordship said he would consider the point.

Mr Francis said it had been agreed between the two parties that if it was decided that the defendant was entitled to commission, it would be only one per cent.

This closed the case for the plaintiff.

Mr Handley then opened the defense. In the course of his argument, he said the plaintiff had ratified the defendant's act by directing the appropriation of the \$3,000 received by him on account of this mortgage, towards the payment of the debt due by the plaintiff to Ng Cheong. The plaintiff knew of this release months ago, but in none of the letters which he wrote to the defendant had he ever stated he would hold him responsible for the loss of interest until about eight months after the occurrence. He contended that the defendant had done his best as the plaintiff's agent and by law, he was only bound to do the utmost of his ability and skill, and so far from the evidence, the worst feature of the case would be that he was only guilty of an error of judgment. The plaintiff moreover, did not give the defendant proper instructions; a fact that was said in the letter of the 14th April was that \$3,000 were lent to Mrs Apak at 14 per cent. interest. There was not a word said that she was not empowered to pay it back until two years. His inference of the words that there would be no bother in regard to Mrs Apak, as she could not pay until two years, was that she could not pay back that money until that time, and not that there was clause in the deed disabling her from making the payment until the two years expired. The defendant was not a legal man, and could not be expected to know all the intricacies of a deed, while the plaintiff, who was a solicitor's clerk, ought to have known better and drawn the defendant's attention particularly to the deed. As to me not consulting any solicitor, the defendant was executing by Mr Sharp, the Crown Solicitor, and defendant naturally concluded that everything was in proper form, otherwise Mr Sharp would not have advised the release of the mortgage. With the Crown Solicitor acting in the matter, he thought it would be superfluous and a waste of money to consult another solicitor, the expense of which might be objected to by the principal. Mr Handley finally contended that if the defendant had done wrong, it was only an error of judgment, and as he was acting in bona fide, he was not liable to action for damages. He contended that the plaintiff was clearly negligent of his own interest by reason of his not giving proper instructions to the defendant, so that whatever losses he might have unfortunately put to, they were occasioned clearly through his own fault.

Mr Coles was then examined. He stated that he was a Civil Service Clerk under the Admiralty. He first made the acquaintance of the plaintiff in 1875 and had lived together with him up to the beginning of the year. The plaintiff first spoke to him about the agency in February 1876. After that the defendant was absent to Calcutta till 12th May 1876, when the defendant gave him some papers, a power of attorney and a letter of instructions. He did not read the letter then, but all he remembered of the conversation which then took place was that the plaintiff wanted the defendant to become his agent. Defendant promised to do so. Nothing was said about any particular deed, and no deeds were read over to him. Prior to this, defendant had never seen a deed. Mr Bowden left on the 15th May 1876, and defendant acted for him for the time. In the early part of December 1876, Mrs Apak wrote to him to appoint him for her to inspect the deeds. He appointed the following day, and she came with a Portuguese who acted as interpreter for her. She then gave defendant notice that she would pay off the mortgage. On the following day, the defendant received a notice from Mr Sharp, requesting him to produce the deeds for his purpose. The defendant took them to him. On the 25th January 1877 Mr Sharp came to his house and paid \$220, for principal and interest on

the mortgage for Mrs Apak, and defendant signed the re-assignment that day. He did not know that there was a further charge on the property until some months afterwards when Mr Bowden wrote to him. Ng Cheong was the man who had a mortgage on the Canton Bazaar, Mr Bowden's property. Defendant paid interest to him on that mortgage for the plaintiff. Aping the rent collector reported to him that Mr Ng Cheong wanted the money back again. He tried to see Ng Cheong, but he would not see him. The mortgage expired in March last. When defendant received the \$3,000 from Mrs Apak, he wrote to the plaintiff asking for instructions as to the disposal of the same. In reply to this letter, the plaintiff instructed him to pay the money over to Mr Ng Cheong towards the release of his mortgage. In one of his letters, he departs for Shanghai—with the intention of being at sea for some days. On the day of his leaving, the *Vigilant* and *Fly* dropped down the bay to avoid as much as possible communication with the shore through the gun-boats, etc., which constantly assail men-of-war in harbour. At Takao, it is feared, the working of the mine has been stopped on account of the number of cases daily occurring, and it is feared that it may be a few weeks before the work will be resumed, as steps will have to be taken to disinfect the works around which would appear the disease is limited.

H.M.S. *Fly* arrived from Shanghai on the 23rd, and the *Juno* and *Lily* left for that port on the following day. H.I.G.M. gun-boat *Nasutus* left for Yokohama on Monday last. H.M.S. *Austromus* and *Vigilant* leave for Hongkong early next week, and the French gun-boat *Surprise* for Tientsin on the completion of her repairs.

The *barque Arie*, so well-known in this port, has been purchased by the Japanese, who will sail very shortly for Kobe, though what her future career may be is not yet quite certain. She will in future be known as the *Akatsuka Maru*. Steps are being taken to go on with the work of the Dock at Namchon, and the *Fly* trusts that once fairly started again nothing will occur to prevent the speedy completion of this desirable boon to a number of smaller vessels that visit Nagasaki and require overhauling, and which are debarred from making use of the Patent Slip, owing to the high scale of charges ruling there.

The *Compositon Free* says strange rumours are current among the native population in Nagasaki, one of which is to the effect that the Japanese Ambassador to Corea has been murdered there and that war is sure to be the result. The *Corean* will have to contend against veteran troops if this report is correct.

**OLD METAL FOR SALE.**  
To the Editor of the "CHINA MAIL."  
Hongkong, Oct. 11, 1877.

Sir,—Were you not somewhat unfair to the Captain of the *Johannes* in your paragraph of last evening? The advertisement in your column was signed by Messrs Pustau & Co., a firm of several years standing in the Colony, who ought to know the law, and to whom, as his Consignees, the Captain would naturally look for such advice as would prevent his infringing the Statute. I noticed that the advertisement did not use the words "Public Auction."

Yours truly,  
**A SKIPPER.**  
[We carefully avoided conveying the impression in our paragraph that the Captain had announced his intention to sell the metal by "public auction," although the distinction between the notification of a public auction, and the calling together of the public at a particular hour and a particular spot to dispose of certain articles must be a rather subtle one. Messrs Pustau probably had not their serious attention directed to the matter, the Captain not doubt acting on his own responsibility. Besides, we merely referred to the matter as an item of news, and certainly had no intention of being unfair to anybody.—ED. C. M.]

**CHINA.**  
SHANGHAI.  
(News.)

H.B.M.'s *Juno* arrived at Woosung, from Japan, on Wednesday. We presume she obtained there owing to insufficiency of water to cross the bar.

There was great excitement in the money market yesterday (Oct. 4th), which opened at 6 mace, fell during the morning to 6 mace, 9c., and fell again soon after noon to 5m. The cause of this excitement seems to have been exaggerated reports of the quantity of specie being sent to Irak by the mail. This is variously stated at from 10 to 15 lakhs of

The following changes are said to be contemplated in the Customs Staff. Mr Dering goes as Commissioner to Tientsin and will be succeeded as Commissioner at Chefoo by Mr Simpson.—Mr Simpson will be succeeded as Deputy Commissioner at Shanghai, by Mr Hughes—it is also rumoured, though we do not know with what truth, that Mr Glover goes as Commissioner to the Paris Exhibition, accompanied by Mr de Sombrail as Secretary, and that he will probably be succeeded in Shanghai by Mr Brodin.

The *Sin-pao* relates a rather important way with salt smugglers.—At a village called Shin-ki-to, on the common boundary of the districts of Tai-chow and Fang-tung, is a salt barrier, roughly presided over by an official of the relative rank of District Magistrate, and guarded by a subordinate naval officer in command of five war-junks. On the evening of the 27th ultimo, the said officer had already closed the barrier when about 10 smuggling boats came up, forcibly cut the ropes, removed the barrier, and passed on their way; a great number of smuggling craft following in their wake. Thereupon the gallant civil and naval officers led on their braves to arrest the vessels. But unfortunately the smugglers were too many for them, and their weapons being ready to hand, made an effective resistance, as though they were actually engaged in warfare. There were men killed and wounded on both sides. The naval officer was killed, and the civilian dangerously wounded. The Grand Duke Nicholas, and in a lesser degree, the Czarévitch, will be held responsible to God and man by history for the triple slaughter of Plevna, due to their misplaced obstinacy, to their boundless self-conceit, and to their stubborn insensibility to the urgent and reiterated counsels of older and better soldiers than themselves. Self-blinded and deafened by Imperial vanity, they shut their eyes and ears to all Kruisener's and Bonapartev's representations. They insisted upon sending thousands upon thousands of gallant fellows to certain death rather than delay for a few days the execution of operations inspired by their own outwiseness, and bearing the stamp of their professional ignorance as military men. Had a British royal Prince, in command of England's national hosts, committed so criminal a blunder as that of which the Grand Duke Nicholas was guilty when he over-rode all

the mortgage for Mrs Apak, and defendant signed the re-assignment that day. He did not know that there was a further charge on the property until some months afterwards when Mr Bowden wrote to him. Ng Cheong was the man who had a mortgage on the Canton Bazaar, Mr Bowden's property. Defendant paid interest to him on that mortgage for the plaintiff. Aping the rent collector reported to him that Mr Ng Cheong wanted the money back again. He tried to see Ng Cheong, but he would not see him. The mortgage expired in March last. When defendant received the \$3,000 from Mrs Apak, he wrote to the plaintiff asking for instructions as to the disposal of the same. In reply to this letter, the plaintiff instructed him to pay the money over to Mr Ng Cheong towards the release of his mortgage. In one of his letters, he departs for Shanghai—with the intention of being at sea for some days. On the day of his leaving, the *Vigilant* and *Fly* dropped down the bay to avoid as much as possible communication with the shore through the gun-boats, etc., which constantly assail men-of-war in harbour. At Takao, it is feared, the working of the mine has been stopped on account of the number of cases daily occurring, and it is feared that it may be a few weeks before the work will be resumed, as steps will have to be taken to disinfect the works around which would appear the disease is limited.

General von Kruisener's remonstrances and wasted 10,000 Russian lives at Plevna, he would unquestionably be removed without an hour's delay from his post, and would be called to account by his countrymen with the same unspare strictness that would be exercised towards the laches or shortcomings of the humblest officer in the army. But his Imperial Highness, as all the world may see, remains Commander-in-Chief, with the same infinite power of doing mischief of which he has recently afforded such an awful illustration; and will, no doubt, shortly give fresh butcheries of his luckless soldiers, prompted by the dictates of his obstinacy and inaptitude.

We are to hear by chance a few of

the views, two, weren't they lovely? Especially Mont Blanc and the Alps; though the last ones were perfectly frightful.

Those men with the clubs and the scalps. Well, maybe they didn't have scalps—They frightened us all the same;

And that animal—wasn't he horrid?

The—what did he say was his name?

#### AFTER THE LAST POPULAR SCIENCE LECTURE.

WHAT SHE SAID ON THE WAY HOME.

Yes, I think it was perfectly splendid—

I'm sure I feel awfully wise,

With my head full of gladiators and icebergs

Of such a ridiculous size;

And the masses of what-do-you-call-it?

The dirt that is ever so old—

It must have been horribly cold.

The views, two, weren't they lovely?

Especially Mont Blanc and the Alps;

Though the last ones were perfectly frightful.

Those men with the clubs and the scalps.

Well, maybe they didn't have scalps—

They frightened us all the same;

And that animal—wasn't he horrid?

The—what did he say was his name?

Oh! I perfectly doze upon science;

I think it's just-just good fun;

And I wish I were going on your exp-

dition, with knapsack and gun.

Mamma says I'm growing strong-minded,

And should out of my hair, and all that;

Though eye-glasses would not become me,

And how could I keep on my hat?

## Mails.

COMPAGNIE DES MESSAGERIES  
MARITIMES.  
PAQUEBOTS POSTE FRANCAIS.

STEAM FOR  
SAIGON, SINGAPORE, BATAVIA,  
POINT DE GALLE, ADEN, SUMA,  
ISMAILA, PORT SAID, NAPLES,  
AND MARSEILLES;  
ALSO,  
PONDICHERRY, MADRAS, CAL-  
CUTTA AND BOMBAY.

**N** THURSDAY, the 18th October, 1877, at Noon, the Company's S. S. YANG-TSE Commandant RAPET, with MAIIS, PASSENGERS, SPAGHETTI, and CARGO, will leave this Port for the above places.

Cargo and Spuds will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Cargo will be received on board until 4 p.m., Spuds and Parcels until 3 p.m. on the 17th October, 1877. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

H. du POURY,  
Agent.  
Hongkong, October 10, 1877.

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP  
COMPANY.

THROUGH TO NEW YORK, VIA  
OVERLAND RAILWAYS, AND TOUCHING  
AT YOKOHAMA, AND SAN FRANCISCO.

**T**HE U. S. Mail Steamer CITY OF PEKING will be despatched for San Francisco, via Yokohama, on WEDNESDAY, the 24th Instant, 1877, at 12 o'clock Noon, taking Passengers, and Freight, for Japan, the United States, and Europe.

Through Passenger Tickets and Bills of Lading are issued for transportation to Yokohama and other Asian Ports, to San Francisco, to ports in Mexico, Central and South America, and to New York and Europe via OVERLAND RAILWAY.

A Steamer of the Mikuni Bishi S. S. Company will leave Shanghai, via the Inland Sea Ports, about same date, and make slow connection at Yokohama.

At New York, Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m., 23rd instant. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Connular Invoices to accompany Overland Cargo should be sent to the Company's Office or Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For security's sake, Shippers of Overland Cargo are requested to endorse on the Envelope the Marks and Nos. of Packages Shipped, to correspond with those in their Bills of Lading.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 9, Praya Central.

RUSSELL & CO., Agents.  
Hongkong, October 4, 1877.

## Insurances.

THE CHINA FIRE INSURANCE  
COMPANY, LIMITED.

HEAD OFFICE, HONGKONG.

AGENCIES AT ALL THE TRADY PORTS OF China and Japan, and at Singapore, Saigon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHTRIE,

Secretary.

Hongkong, November 1, 1877.

LANCASHIRE INSURANCE  
COMPANY.

(FIRE AND LIFE.)

CAPITAL, TWO MILLIONS STERLING.

THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, or on Coals in Warehouses, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.

Orders from any of the Outports in the East, will meet with prompt attention if addressed:

Care of Messrs LANE, CRAWFORD & CO., or Mr. MORRIS GAUFF & CO.

A. BAHN.

Hongkong, September 7, 1877.

W. BALL,

CHINA DISPENSARY.

IMPORTER OF DRUGS, CHEMICALS,  
DRUGGISTS' SUNDRIES, TOILET  
REQUISITES, PATENT MEDICINES  
AND PERFUMES.

Prescriptions Dispensed with Carefulness,  
and Prompt Attention.

ROYAL INSURANCE COMPANY.

The Undersigned, Agents for the above Company, are prepared to grant Insurances at current rates.

MELCHERS & CO.,

Agents, Royal Insurance Company.

Hongkong, October 27, 1877.

CHINESE INSURANCE COMPANY.  
(LIMITED).

NOTICE.

POLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profits are distributed annually to Contributors, whether Shareholders or not, in proportion to the net amount of Premium contributed by each, the remaining third being carried to Reserve Fund.

OLYPHANT & CO.,  
General Agents.

Hongkong, April 17, 1877.

QUEEN FIRE INSURANCE  
COMPANY.

THE Undersigned are prepared to grant Policies against FIRE to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premium.

HONGKONG & CO.,

Agents.

Hongkong, January 1, 1877.

NORTH BRITISH & MERCANTILE  
INSURANCE COMPANY.

Incorporated by Royal Charter and  
Special Act of Parliament.

ESTABLISHED 1803.

CAPITAL £2,000,000.

Of the best quality and at the shortest notice.

Hongkong, May 1, 1877.

K WONG HING CHEUNG & CO.,

COAL MERCHANTS.

Have always on hand for Sale every

Description of COAL at Moderate Prices.

Mr. ARYON has been appointed Manager,

and all Orders addressed to him at 67,

Praya, or to Mr. PAT JACK, at 30, Hing

Lung Street, will receive immediate

Attention.

Hongkong, March 19, 1877.

GILMAN & CO.,

Agents.

Hongkong, July 6, 1877.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER

of

His Majesty King George The First,

A. D. 1720.

THE Undersigned having been appointed

Agents for the above Corporation are

prepared to grant Insurances as follows:

Marine Department.

Policies issued for long or short periods at

current rates. A discount of 20% allowed.

Life Department.

Policies issued for sums not exceeding

\$5,000 at reduced rates.

HOLLIDAY, WINE & CO.,

Hongkong, October 8, 1877.

INDEMNITIES.

SHEONG ON FIRE INSURANCE  
COMPANY, LIMITED.

CAPITAL ONE MILLION DOLLARS.

Directors.

KWOK AUGHORN, Merchant.

PANG YIM, Merchant.

HO SAM, of Hop Yik Chan, Merchant.

LOO FOO, of the Yee On Hong, Merchant.

LEE FOO, of Lai Hing Firm, Merchant.

CHENG SING YEEHO, Merchant.

CHOW YUAN, Merchant.

Manager—HO AMEI.

POLICIES against FIRE granted on

Buildings and on Goods stored

therein at CURRENT RATES, subject to

Discount of 20% on the Premium.

OFFICE, 48, Bonham Strand.

Hongkong, August 23, 1877.

HOLLIDAY, WINE & CO.,

Hongkong, October 14, 1877.

MANCHESTER FIRE INSURANCE  
COMPANY OF MANCHESTER  
AND LONDON.

THE Undersigned have been appointed

Agents for the above Company at

Hongkong, Canton, Foochow, Amoy,

and Hankow, and are now prepared to

grant Insurances at current rates.

Apply to JOHN JACK,

HOLLIDAY, WINE & CO.,

Hongkong, July 5, 1877.

TO LET.

TOP FLOOR of the House now occupied

by Mr. A. HANKE, at Wan Chai. Apply

to the Premises.

Hongkong, September 11, 1877.

MANCHESTER FIRE INSURANCE  
COMPANY.

THE Undersigned Agents are in receipt

of instructions from the Board of

Directors authorizing them to issue Policies

to the extent of \$10,000 on any one first

class risk, or to the extent of \$10,000 on

Jointly risks at current rates.

A Discount of 20% allowed.

Apply to HOLLIDAY, WINE & CO.,

Hongkong, January 5, 1877.

TO LET.

THE DWELLING HOUSE in Carr

Road, at present in the occupation of

H. C. POWY, Esq., Possessor from 1st

November last.

Apply to JOHN JACK,

HOLLIDAY, WINE & CO.,

Hongkong, October 14, 1877.

TO LET.

THE DWELLING HOUSE in Carr

Road, at present in the occupation of

H. C. POWY, Esq., Possessor from 1st

November last.

Apply to JOHN JACK,

HOLLIDAY, WINE & CO.,

Hongkong, October 14, 1877.

TO LET.

THE DWELLING HOUSE in Carr

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H. C. POWY, Esq., Possessor from 1st

November last.

Apply to JOHN JACK,

HOLLIDAY, WINE & CO.,

Hongkong, October 14, 1877.

TO LET.